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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

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3 THE UNITED STATES OF AMERICA,

4 Plaintiff,

5 v.

13 Civ. 6326 (WHP)

6 PREVEZON HOLDINGS LTD., et
7 al.,

Conference

8 Defendant.

9 -----x

10 New York, N.Y.
11 November 9, 2017
5:00 p.m.

12 Before:

13 HON. WILLIAM H. PAULEY III,

14 District Judge

15 APPEARANCES

16 JOON H. KIM

17 Acting United States Attorney for
the Southern District of New York

18 PAUL M. MONTELEONI

TARA M. LaMORTE

19 CRISTINE I. PHILLIPS

Assistant United States Attorneys

20 QUINN EMANUEL URQUHART & SULLIVAN

21 Attorneys for Defendant

22 BY: FAITH E. GAY

RENITA SHARMA

CORY STRUBLE (via speakerphone)

23 Also Present: Natalia Veselnitskaya
24 (via speakerphone)

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(Case called)

MR. MONTELEONI: Good afternoon, your Honor. Paul Monteleoni, for the government, and with me at counsel table are my colleagues Tara LaMorte and Cristine Phillips.

THE COURT: Good afternoon, Mr. Monteleoni.

MS. GAY: Good afternoon, your Honor. Faith Gay and Renita Sharma, for Prevezon.

THE COURT: Good afternoon to you, Ms. Gay.

MS. GAY: I believe our client is on the phone and will, I guess, remain muted; that's if they're already dialed in, your Honor.

THE COURT: I believe they are, but we won't be hearing from them; they can listen.

MS. GAY: That's correct.

And your Honor, we're sorry we couldn't get here earlier today when your schedule changed, but I understand that Mr. Kirsch and his colleagues have something after this.

THE COURT: They do. And they couldn't move theirs either, so it's perfectly fine.

MS. GAY: Thank you, Judge.

THE COURT: Mr. Monteleoni, you requested this conference. Why don't you take the podium and report to us as to what is going on, because I'm somewhat confused.

MR. MONTELEONI: Yes. Thank you, your Honor.

The settlement that the Court ordered on May 15 of

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1 this year provided that the first action that would be taken in
2 effecting the settlement was that the government would send a
3 request to the government of the Netherlands to release a debt
4 that the Netherlands government had restrained at our request.

5 Upon that release, Prevezon's payment would be due at
6 which point the remaining properties that were restrained here
7 would be released from restraint and this action would be
8 finally dismissed; so though this case has been closed
9 administratively on the Court's docket, it is still open and
10 nondismissed and within the Court's jurisdiction because the
11 settlement hasn't been fully consummated.

12 Now what happened is that on October 10, the
13 government of the Netherlands released the debt per our
14 request. We asked them to lift the restraint they'd imposed at
15 our request, but then they concurrently seized it in connection
16 with their own money-laundering investigation of Prevezon,
17 which they commenced after the settlement had been executed.
18 So Prevezon has now not paid by their deadline, which is
19 October 31, 15 business days after the October 10 release of
20 the funds.

21 Now, we seek to file a motion to enforce the
22 settlement agreement, and the basis of that motion is that
23 Prevezon agreed to pay treble damages for the money that they
24 laundered and they had to pay it by October 31, and both the
25 plain text and the lengthy drafting history of this agreement

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1 show that Prevezon had actually agreed to bear the risk that
2 the Dutch government would seize this debt in the Netherlands,
3 which is what they did.

4 THE COURT: Let me interrupt for one second.

5 MR. MONTELEONI: Sure.

6 THE COURT: Is there an agreement between the parties
7 with respect to this matter separate and apart from the
8 stipulation and order that was presented to the Court to be so
9 ordered?

10 MR. MONTELEONI: No. That is the entire agreement, as
11 the integration clause on it indicates. We think that if you
12 look at the entire agreement, you can tell that Prevezon's
13 payment is due, but if there were any ambiguity, the drafting
14 history makes it extraordinarily clear, because actually in
15 earlier versions, dating back to 2015, Prevezon had requested a
16 contingency for specifically what would happen if the Dutch
17 government issued a statement or order saying that they were
18 not going to release the funds for various types of protections
19 for them, and at other times in the negotiations, the
20 government had offered various types of protections
21 specifically for this contingency.

22 But back in 2015 in the negotiations, that sort of
23 petered out. Prevezon restarted the negotiations in 2017 when
24 they hired a separate settlement counsel, not from the Quinn
25 Emanuel firm, a different individual named Mike Hess, who was

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1 hired just to pursue a settlement, and he tried to ask the
2 government to sort of dust off some of these older offers or
3 something like it. But in our view, Prevezon never really got
4 serious in terms of the money until the week before trial.

5 As of the week before trial, they had continued to ask
6 us for offers that included this protection, a protection for
7 what would happen if the Dutch didn't let the money go. But
8 then after the Court denied their summary judgment motion, they
9 sort of really came to the table.

10 Mike Hess and a different, second separately retained
11 Prevezon settlement attorney, former FBI Director Louie Freeh,
12 met with the government, and it became apparent that there was
13 the possibility of a deal. The government made an offer, which
14 was similar to some previous versions but with two key changes
15 that reflected Prevezon's collapsed negotiation position by
16 then.

17 First of all, the money amount was much higher. It's
18 treble damages. Now, treble damages is just \$6 million, which
19 isn't the largest sum of money that's been at issue in a case
20 in this courtroom, but that's three times the amount that
21 Prevezon was ever alleged to have actually even received from
22 the Treasury fraud, and it's actually many times the amount
23 that they put in New York, so it was a significantly higher
24 fund amount that they agreed to than previously reflecting
25 their bargaining position. And the other indication of their

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1 weakened negotiating position is that the government stripped
2 out the provision that specifically provided protections in the
3 event that the Dutch government did not release the funds. And
4 Prevezon signed it.

5 We think that Prevezon's idea that this isn't
6 contemplated by the agreement, this is some different thing
7 that means that the payment obligation isn't triggered so this
8 case has to go in abeyance until the Dutch proceedings end,
9 possibly years from now, or if the Dutch never return the money
10 to Prevezon, if the Dutch successfully succeed in confiscating
11 the money, then perhaps the case would never end and it would
12 stay on the Court's docket until the end of time, that seems to
13 be the defendant's view, and we think that that's not what the
14 agreement provides.

15 But even if you thought that there was something in
16 the settlement agreement that favored their position, we think
17 that the proper remedy wouldn't be to sort of keep this case in
18 limbo forever; it would be to vacate the agreement and go to
19 trial. We don't think that's provided for by the settlement
20 agreement. That's not what we're asking for, but we think that
21 that would be the proper remedy as opposed to something else.

22 THE COURT: Why did the parties specifically agree
23 that it would be the AFI Europe funds that would be released as
24 part of the agreement as opposed to other property that is
25 frozen?

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1 MR. MONTELEONI: All of Prevezon's property that is
2 frozen was ultimately to be released in the agreement. It
3 starts with the AFI Europe funds because those are the only
4 funds that weren't in the direct control of the United States
5 and the Court. Those are the only funds that required action
6 by the Dutch government, a separate sovereign nation, to
7 release, so we started with that. But ultimately the way that
8 the agreement is structured, upon the release of these funds,
9 Prevezon will wire in, through wire transfer instructions we've
10 provided them, the sum of money and then the remaining funds --
11 we've got 10 million funds restrained in the U.S. -- will be
12 released, so ultimately all of their restrained properties will
13 be released.

14 I should say Prevezon has suggested to us in some
15 discussions that there might be some liquidity problems that
16 they have with this debt not being released. To be clear, we
17 don't believe that that is a real problem. They told us
18 earlier this year, months before trial, that they'd already
19 spent \$16 million in attorney's fees on this case, so we think
20 that they have the money, but if they didn't have the money,
21 we'd be happy to work out some kind of arrangement where we
22 could just forfeit the \$6 million from the restrained property
23 here and Prevezon wouldn't have to go out of pocket at all.

24 Again, we don't think that the precise structuring of
25 where the funds come from is going to be determinative here.

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1 Ultimately their obligation to pay, we believe, has been
2 triggered, and we believe that it should be enforced and with
3 interest, because this is something that was contemplated by
4 the parties for years and they have an obligation. They knew
5 about it since the 10th and they didn't carry it out.

6 Ultimately, we believe we have a contract, we believe
7 it should be enforced, and that's why we're bringing this
8 motion.

9 I should also say the reason that we're seeking to
10 enforce the settlement agreement is both that that's what the
11 law provides, but also we think that it is a favorable
12 agreement to the government and that it is in the public
13 interest, because it provides for a treble-damages recovery off
14 of an amount of money that in the grand scheme of things isn't
15 that large, but we didn't bring the case to maximize our
16 financial recovery. We brought the case because we believe
17 that tainted funds of the sort alleged here should not be
18 brought into New York in any amount. And so sort of settling a
19 case for guaranteed treble damages as opposed to doing a
20 month-long trial to attempt to get the sevenfold damages, which
21 is what we would have achieved if we had sort of fully
22 prevailed on trial at all times, that seemed like a very sort
23 of obvious candidate for settlement, so we believe that we have
24 struck a good, favorable bargain that should be enforced, and
25 that's why we're here asking the Court to enforce it.

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1 About the briefing schedule, we think that the
2 schedule that we proposed is fully sufficient. Prevezon knew
3 about this since October 10. I'm not even sure yet whether
4 they wish to file a motion or just respond to ours, but even if
5 they do, filing a motion on November 15 seems like enough time.

6 THE COURT: We'll find out in a couple of minutes.

7 MR. MONTELEONI: Sure.

8 I'm happy to answer any other questions that the Court
9 has about this motion for settlement.

10 THE COURT: I've been looking at these provisions that
11 you cite from the stipulation and order, and I guess I'd like
12 to hear ever so briefly how you plan to address the provision
13 in paragraph 4 that says that "the payment shall be due within
14 15 business days of the release by the government of the
15 Netherlands of the AFI Europe debt and shall be made by
16 electronic funds transfer pursuant to written instructions to
17 be provided to the U.S. Attorney's Office."

18 MR. MONTELEONI: Yes. I sort of led with the drafting
19 history argument.

20 The textual argument is that if you look at the term
21 "release" of the debt, the first time that that appears is in
22 the preceding paragraph, paragraph 3, where it directly follows
23 and gives effect to the preceding sentence, which requires the
24 government to request a very narrow and specific form of
25 release, which is to lift the restraint of the debt that had

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1 been implemented at the request of the United States, and then
2 the next sentence expands that the amended protective order is
3 deemed modified to permit the release of the debt. Between
4 that and the next paragraph, and then the canon against
5 avoiding absurd results, we think that, by far, the most
6 natural reading, to harmonize every provision of this, is to
7 read the term "release" in paragraphs 3 and 4 to refer to the
8 only release that the government was obligated to request, the
9 only release that is sort of related to this case, the one in
10 which the parties are settling here, and the only release that
11 will allow the avoidance of absurd results, because if
12 "release" meant that the Dutch government had to release it
13 from all restraints, then if the Dutch succeed in their action,
14 there's going to be absolutely no way under this agreement to
15 ever get rid of the case. The properties are going to have to
16 stay frozen until the end of time.

17 THE COURT: But why not have conditioned payment on
18 the request instead of the release?

19 MR. MONTELEONI: I think that the thinking was the
20 Dutch government might take some time to actually execute the
21 U.S.'s request and that Prevezon wouldn't need to make that
22 payment until they actually agreed to do it, so that everything
23 would happen sort of all nicely together within a
24 15-business-day span of time from when things started
25 happening.

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1 Looking back, in retrospect, that would have been one
2 different way of drafting it. I think any time a settlement
3 agreement concerns properties where another sovereign, not a
4 signatory to the agreement and not controlled by the signatory,
5 is involved, there's going to be some level of risk, and we
6 think that both for drafting history and textual reasons, the
7 obvious party to bear the risk, the obvious party that has the
8 ability to contact the government of the Netherlands and
9 exercise legal rights with it is going to be Prevezon, the
10 owner of the property.

11 THE COURT: Without really looking back at it, did the
12 parties specifically contemplate the possibility that the
13 government of the Netherlands would not release it?

14 MR. MONTELEONI: Yes. That's what I was sort of
15 trying to get at.

16 Prevezon raised this with us in 2015. They were
17 concerned that if we did some type of settlement, the
18 government of the Netherlands might hang on to the money, and
19 so they asked for protections which said sort of, If the
20 government of the Netherlands doesn't hang on to the money, the
21 U.S. will undertake to obtain that release, which is something
22 that we could never promise because we don't control the
23 government of the Netherlands. Or more recently they said, If
24 the government of the Netherlands says it's going to hang on
25 the money, the U.S. will assist the defendant in getting the

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1 money from the government of the Netherlands, and we can't make
2 promises of that sort of open-ended character to assist a
3 private party in making a request that's not sort of carefully
4 spelled out, so we didn't do that.

5 What we have done, up until the end, was we had
6 proposed language where if the government of the Netherlands
7 sort of said that they were going to hang on to the money, we
8 could rip up -- either side could for symmetry reasons, but it
9 was Prevezon that was requesting it the whole time -- could rip
10 up the settlement and proceed to trial. That was the provision
11 that we had offered them; they had requested more protection,
12 but we deleted all of those, because we thought that reading
13 the agreement most naturally with the deletion of all
14 protections for Prevezon in the event, in this specific, very
15 contemplated event that the government didn't release the funds
16 not just from our restraint but also transmit them to Prevezon,
17 that Prevezon should bear the risk.

18 That was the sort of late night of May 11, morning of
19 May 12 drafting that we did of that, because that was when
20 things started to heat up. I think that, yes, in retrospect,
21 there could have been more, instead of just removing that
22 protection, we could have then added in more language
23 discussing this precise contingency, but ultimately we thought
24 that it adequately conveyed it especially in light of the fact
25 that the parties had been focused on this for years.

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1 THE COURT: Thank you.

2 Let me hear from Ms. Gay.

3 MS. GAY: Thank you, your Honor.

4 Obviously, Judge, feelings still are running a little
5 high in this case. Let me just correct a little bit of what
6 the government has represented here.

7 First of all, in terms of whether we pay for money
8 laundering that happened, the settlement agreement clearly says
9 that's not what we're paying for. I don't think we need to
10 belabor that.

11 I am delighted to hear on the record several times
12 over that the government thinks this is a good deal. There's
13 been suggestion that this deal was somehow obtained by
14 nefarious means and that we got a fabulous deal that we
15 shouldn't have gotten. I think both sides thought it was a
16 fair deal, and again, I wouldn't go as far as back as has been
17 suggested here, but let me just quickly say that when we came
18 in -- right before trial, both you inherited this case, Judge,
19 and we came in after counsel was conflicted out -- our sense of
20 the case was that it was quite triable. The government had
21 taken the story of Mr. Browder. Obviously we deposed him. He
22 had no knowledge. He had given up his citizenship in this
23 country because he didn't want to pay taxes. He'd been thrown
24 out of Russia because he committed crimes, and he was the
25 person who brought this case.

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1 And we felt good -- and again, I wouldn't address this
2 but for having heard it brought up -- and he had no direct
3 knowledge. He'd never met our clients, knew nothing about our
4 clients' business, couldn't have picked them out of a lineup,
5 couldn't have picked them out of a store line to buy food. So
6 with that in mind and with the government committing in a
7 deposition that they had taken his case, one that he brought to
8 them, hook, line and sinker, had not investigated it, we
9 thought it was triable.

10 We, at Quinn, said, as Mr. Monteleoni has said, We're
11 not going to do settlement negotiations, but if you want to
12 hire separate settlement counsel, you can, so Denis Katsyv of
13 Prevezon hired Judge Freeh and former Corporation Counsel Mike
14 Hess, and they conducted settlement negotiations. Suffice it
15 to say, your Honor, their view of what the settlement says,
16 what it intended to say and what it was all about in 2017 has
17 nothing in common, unfortunately, with what the government's
18 saying here.

19 I guess the first thing I should say is that Baker &
20 Hostetler were conflicted out. The Second Circuit had written
21 a strong opinion saying they had to be out of this case. With
22 regard to that, new counsel started over again, and the
23 centerpiece of this settlement agreement, your Honor, has to do
24 with this restrained Dutch asset. The first time "release" is
25 mentioned is not in paragraph 3. It's not in paragraph 4. It

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1 starts in paragraph 2 and in some of the "whereas" clauses
2 where the restraint of this central asset is prominently
3 featured. And with regard, as the Court has pointed out, to
4 the language used in 3 and in 4, it is very different, and we
5 suggest, your Honor, that the burden and the risk of whatever
6 has happened here -- whatever has happened here -- is totally
7 on the government, because it says these funds have to be
8 released.

9 The government provided to us, I guess, right after
10 this so-called release and seizure and the very same
11 transaction happened, a letter that I'd guess has been
12 reprinted -- I don't think it came like this -- but somehow
13 from the Dutch government, which we will provide to the Court
14 in our papers, that suggests, one, that the lift and seizure
15 may not have even have happened yet. It says, "the lift and
16 seizure today is only possible if there is a competent person
17 on the premises of AFI in Amsterdam."

18 We don't know what has happened. We have tried hard
19 to figure it out. I'm not asking at this point, Judge, for
20 formal discovery, because I'm hoping that won't be necessary,
21 but I may come back and ask for it. But whatever happened at
22 best for the government was a simultaneous lift and seizure at
23 the same time where the money never left the Dutch.

24 On top of that, the government knew about this or knew
25 something about it, and again, I don't want to get into

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1 invective here. I'm hoping it won't be necessary, but our
2 government knew apparently at the time the settlement agreement
3 was negotiated, with this Dutch asset in the middle and in the
4 center of the settlement agreement, as the Court has indicated,
5 that the Dutch were doing something to prepare to seize these
6 assets. We never knew about it. If we had known about it, I
7 think we could have pushed along on this. Our clients' assets
8 have been restrained since 2013, your Honor, all of them,
9 worldwide. And the \$16 million Mr. Monteleoni talks about
10 certainly wasn't paid to our firm. Our bills have not been
11 paid because assets are frozen, so I think there are some
12 issues.

13 But in any event, if we had known about this, we could
14 have come to the Court and said perhaps there is some way we
15 can rearrange these assets, but to suggest that the payment
16 provision in the settlement agreement is extant right now, when
17 there's this thing that's happened -- we've diligently asked,
18 and we can show the Court the correspondence back and forth,
19 What is going on? We thought this was a simple settlement
20 agreement. I'm sure Judge Freeh and Mr. Hess would say the
21 same thing: It was simply the one asset, where the asset is
22 released, our client pays and then they get all their assets
23 made free. We've gotten no information, and we still can't
24 figure out what's going on with the Dutch. We still don't have
25 any paper to tell us what's up.

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1 From our perspective, we want this settlement
2 agreement. We think it's a great deal. Again, there's been a
3 lot of castigation in the press that we got too good of a deal,
4 but we want it as the agreement that we negotiated, which is
5 that those funds had to be released. My client has nothing to
6 pay it with. Everything else is restrained.

7 THE COURT: What about the possibility of substituting
8 the assets that are restrained here in the United States for
9 the payment to the government?

10 MS. GAY: Because, your Honor, that is not the deal
11 that was struck, and it seems to me that what we ought to do,
12 and we can do it in an orderly fashion. I mean, I would
13 suggest a compromise between the materially different but
14 barely materially different briefing schedules that each side
15 has proposed. Our view is exactly the agreement that we signed
16 put the risk of this behavior on the government, and the terms
17 are clear. And if there has to be a recitation of what the
18 parties intended by paragraph 4 and the distinction between the
19 language used in 4 and in the preceding paragraph 3, and the
20 government wants to present their view, we certainly, as our
21 settlement counsel, want to present our view as well. And if
22 there wasn't a meeting of the minds, maybe there's not a
23 contract.

24 I do think both sides want the deal. We think it's
25 great, now the government says they think it's great, but we

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1 believe it's the deal that we signed up for.

2 And I will say there's pressure on both sides.
3 Obviously the government doesn't want this to stay in limbo.
4 Obviously they're in touch with the Dutch. There's pressure on
5 our side because all the assets are restrained. It would be
6 difficult, your Honor, for us to have a trial even if we wanted
7 to because the client has no money to pay for it. With that in
8 mind, I think we want to get this resolved, and we
9 unfortunately, I think, are going to have to call upon the
10 Court to determine the proper interpretation of the contract.
11 We would like to brief it because it's a hugely important
12 matter to a client with no funds, a client that thought it got
13 a great settlement and then has been stuck for another, I
14 guess, almost a third of a year.

15 With that in mind, the claims that we would make, I
16 think largely to Mr. Monteleoni's point, we would largely want
17 to respond to whatever the government puts on paper about what
18 this settlement agreement means both on its face and what the
19 parties intended.

20 We would also, Judge, and again, depending on what the
21 government says here, make a separate claimover for the breach
22 of good faith and fair dealing, because we believe the
23 government, and again, I don't know -- let me be very clear on
24 the record, I don't know -- but it appears to us that the
25 government knew about this plan of the Dutch when the

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1 settlement agreement was negotiated, and they can shake their
2 heads all they want to, and maybe the Court is going to have to
3 end up looking *in camera* at some of the negotiations back and
4 forth, but regardless of that, the least good and the least bad
5 thing that could be said for the government is that they could
6 have told us about these concerns four months ago.

7 THE COURT: Is the agreement ambiguous?

8 MS. GAY: I don't think so, your Honor. I think it
9 says clearly that the funds have to be released, and it's total
10 sophistry, completely disingenuous to not tell us about this
11 proceeding, also, by the way, this proceeding that's pushed by
12 Browder on the same set of facts, alleged facts. But the
13 agreement says clearly in paragraph 4 that there has to be a
14 release of the funds. If you look at the Dutch correspondence,
15 the funds were never released. It says "simultaneous lift and
16 seizure," and then it says it's only possible if the right
17 mechanisms are in place.

18 We don't know what's happened.

19 THE COURT: Look, I think I understand what the
20 government wants in a motion. What does Prevezon want?

21 MS. GAY: First of all, we believe the settlement
22 agreement's a good one. It's an agreement that we want, but we
23 believe that it's clear on its face that the payment mechanism
24 is not effectuated until the Dutch funds are released.
25 Certainly my client is scrambling now, scrambling, to try and

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1 get funds so this amount can be paid in so that it can get all
2 of its properties released, assuming that there's not other
3 shenanigans that are out there. But right now we want the
4 settlement agreement that we negotiated for, which is that the
5 payment provision is not yet triggered; that risk falls on the
6 government.

7 We think we can show the Court, both through
8 affidavits and also through the correspondence between the
9 settlement counsel and the government, that the government
10 assumed this risk. We would like the contract interpreted, and
11 depending on what the Court finds, we may have to ask for
12 alternative relief.

13 THE COURT: OK, but if it was not triggered, then
14 what? I mean, Prevezon's other assets remain frozen?

15 MS. GAY: Correct.

16 To that end, your Honor, we have just been informed of
17 this not long ago. I mean, a few weeks is not long to find
18 out, and we're still not clear what happened and we're still
19 not clear that maybe we can't get that Dutch money released.
20 We don't know. There's no record of it anywhere. There's no
21 press that we can see. The government hasn't told us anything.
22 We'd like to see what can happen there. We'd like to get those
23 funds released, and then we have to figure out, because we're
24 in just as bad a position, I would argue worse in some ways, as
25 the government, because as you say, my clients' funds are held.

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1 So we need to try to figure out what can possibly happen and
2 what alternative suggestions we can make to the Court. We are
3 happy to brief that promptly.

4 THE COURT: All right. I'm going to fix a briefing
5 schedule, and I just want to make certain in my own mind that
6 as part of this briefing schedule, either you want to file some
7 sort of motion simultaneously with the government or not.

8 MS. GAY: Your Honor, I think what we'd like to do is
9 see what the government's position is, and certainly we'll want
10 to respond to their motion for enforcement of the settlement
11 agreement. We may at the time we put in our papers, and if I
12 knew the answer to this, I would tell you, your Honor, but we
13 may file a claim for a breach of good faith and fair dealing,
14 and we may have to say to you we need discovery on this. But
15 I'd like to see what the government has to say because it's
16 still unclear to me how they're taking this position.

17 THE COURT: All right. Thank you, Ms. Gay.

18 MS. GAY: Thank you.

19 THE COURT: Let's fix a briefing schedule.

20 Mr. Monteleoni, when are you prepared to file your
21 motion?

22 MR. MONTELEONI: We could file by November 15, as we
23 proposed.

24 THE COURT: All right. Ms. Gay, can you file any
25 opposition by December 6?

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1 MS. GAY: Yes, your Honor.

2 THE COURT: I'll take any reply, Mr. Monteleoni, by
3 December 12, and I'll set this matter down for an oral argument
4 on December 14 at 11:30. Will that be convenient?

5 MS. GAY: That's fine, your Honor. Thank you.

6 MR. MONTELEONI: Yes, your Honor. Thank you.

7 THE COURT: All right. Anything further?

8 MR. MONTELEONI: Actually, I'm sorry. I was so busy
9 looking at the date for December 14, I forgot the time.

10 THE COURT: 11:30.

11 MR. MONTELEONI: 11:30. Thank you.

12 THE COURT: I'll issue a scheduling order tomorrow
13 with these dates.

14 Anything else?

15 MR. MONTELEONI: Nothing for the government, your
16 Honor.

17 MS. GAY: No, your Honor. Thanks for seeing us.

18 THE COURT: Sure. Thank you both for coming in. Have
19 a good evening.

20 (Adjourned)